MOU 15-02

SECOND AMENDMENT TO AND RESTATEMENT OF

MEMORANDUM OF UNDERSTANDING

July 1, 2015 – June 30, 2017

between

CITY OF MARICOPA

CITY OF MARICOPA

AND

MARICOPA POLICE SERGEANT'S COUNCIL –

CITY OF MARICOPA FRATERNAL ORDER OF POLICE

LODGE # 78

MARICOPA OFFICERS' COUNCIL

MARICOPA LODGE 78

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PREAMBLE

Whereas the wellbeing and morale of the employees of the City are benefited by providing an opportunity to participate in the formulation of policies and practices affecting the wages, hours, benefits and other conditions of their employment; and

Whereas the parties hereby acknowledge that the provisions of this Memorandum of Understanding (hereinafter "Memorandum" or "MOU") are not intended to abrogate the authority and responsibility of the City government provided for under the statutes of the State of Arizona or the ordinances of the City; and

Whereas the parties, through their designated representatives, met and conferred in good faith pursuant to the Meet and Confer Ordinance in order to reach agreement concerning wages, hours, benefits and other conditions of employment in the bargaining unit;

Now therefore, the City of Maricopa, hereinafter referred to as the "City" and the Maricopa Sergeants Council –City of Maricopa Fraternal Order of Police Lodge # 78, hereinafter referred to as the "Sergeants Council" having reached this complete agreement concerning wages, hours, and working conditions for the term specified, the parties submit the Memorandum to the Mayor and the City Council of the City of Maricopa with their joint recommendation that the body resolve to adopt its terms

ARTICLE 1: RIGHTS

Section 1 – 1: Purpose / Gender

It is the purpose of this Memorandum to continue and maintain harmonious relations, cooperation, and understanding between the City and its employees; and to set forth the full and entire understanding of the parties reached as a result of a good faith meeting and conferring regarding wages, hours, benefits, terms and other conditions of employment of the employees covered hereby, which understanding the parties intend jointly to submit and recommend for approval and implementation to the Mayor and City Council.

Whenever any words used herein are in the masculine, feminine, or neuter, they shall be construed as though they were also used in another gender in all cases where they would so apply.

Section 1 – 2: City and Management Rights

The City and the City Manager's rights are not subjugated or diminished in any way by any expressed or implied duty or obligation to meet and confer. Retained management rights are not subject to the grievance procedure contained in any memorandum of understanding, nor are they subject to any other appeal or complaint process.

A. Subject to the terms of this Memorandum, the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and work force performing those services. The authority of the City shall not be modified or limited by inference or implication.

B. Subject to the terms of this Memorandum, the exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government, the purpose of each of its departments, and the purpose and mission of its constituent agencies, boards and commissions, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish rules and practices governing the conduct of employees, to direct and supervise its employees and their work, to take disciplinary action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine whether goods and or services shall be made, to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule,

and assign work and overtime, to hire, transfer and reassign employees and to otherwise act in the interests of efficient service to the community. The City reserves the right to establish and revise work schedules and work locations; to establish, revise and implement standards for hiring and promoting employees; to determine the need for additional positions and the qualifications of new employees and to determine the qualifications for and/or the qualifications of employees considered for transfer and/or promotion; to evaluate and judge the skill, ability and efficiency and general work performance of employees; to adopt and to manage its budget, provide for the funding of certain levels of service, to add, delete, modify, or suspend certain programs, functions, divisions, and departments as the City Council in the exercise of its legislative authority to create and manage the City's budget and to determine whatever action to be necessary and appropriate. The City also has the right to take all necessary actions to maintain uninterrupted service to the community.

C. The City retains all rights not specifically limited by a memorandum of understanding approved in accordance with the provisions of the Meet and Confer Ordinance.

D. The enumeration of the above rights is illustrative only and is not to be construed as being all-inclusive.

Section 1-3: **Rights of the Sergeants Council**

A. The Maricopa Sergeants Council, as the authorized representative, has the exclusive right to serve as the meet and confer representative of all employees in the Maricopa Sergeants Council, as described in the City of Maricopa Meet and Confer Ordinance. Employees in the group shall hereinafter be referred to as Unit Members.

B. Certain specified representatives of the Sergeants Council have the right to paid release time herein as follows:

   1) The Sergeants Council may designate up to four (4) Executive Board member representatives and shall notify the Chief of Police of such designations. There shall be no obligation on the City to change or adjust normal departmental scheduling or assignments of personnel as a result of such designations.

   2) One representative may, when the Sergeants Council is designated in writing by the employee group member as his/her representative, attend mutually scheduled grievance meetings and hearings with Department and City representatives without loss of pay or benefits. In no event shall this paid release time be used for any other purposes, such

as gathering information, interviewing the grievant/appellant or witnesses, or preparing a presentation. The Sergeants Council representative is required to obtain the permission of his/her Department supervisor to absent himself from his/her duties to attend scheduled grievance meetings. Subject to operational needs and scheduling factors, this permission shall not be unreasonably withheld.

3) A Sergeants Council representative wishing to enter a work area for the purpose of investigating a formal grievance must first gain the permission of the work area supervisor. This permission will not be unreasonably withheld, giving proper consideration to essential work of the Department and the occupational safety of the Sergeants Council representative.

C. Payroll Deduction

1) The City shall not make any payroll deductions for Unit Members on behalf of any non-certified group organization that purports to provide benefits similar to those offered by the designated Sergeants Council (as defined in the Meet and Confer Ordinance) during the term of this Memorandum.

2) It is agreed that the City assumes no liability on account of any actions taken pursuant to this Section. The City will however, as promptly as technically possible, implement changes brought to its attention.

D. Facilities and Services

1) The Sergeants Council may distribute material on the City's premises (buildings and grounds) before and after the scheduled working hours of the person distributing and the employee receiving such material or in a non-work area during scheduled work hours provided that both the person distributing and the employee receiving such material are on their own time.

2) The City shall provide the Sergeants Council with space for one (1) bulletin board per station location, with dimensions not to exceed 4'x 6', which shall be purchased by the Sergeants Council for its use in communicating with its Unit Members at mutually agreeable locations. The City shall grant sole and exclusive use of such bulletin board to the Sergeants Council.

3) The bulletin board shall be used only for the following notices: recreational and social affairs of the Sergeants Council; Sergeants Council meetings; Sergeants Council elections; Reports of the Executive Board or committees; rulings or policies of the state or national organizations; and legislative enactments and judicial decisions affecting

public sector labor relations. Any notices shall not contain anything political; anything reflecting adversely on the City, any of its employees; or anything that is disruptive of the City's operations. The City may order the removal of any posted notice on the basis that it violates the requirements herein. The Sergeants Council may dispute the order of removal by filing a grievance. Posted material will be signed by an authorized official of the Sergeants Council.

4) The Sergeants Council is authorized to use areas in City facilities, as approved by the Chief of Police for pick-up by or distribution to Unit Members of the official Sergeants Council literature that is not political in nature, abusive of any person or organization.

E. Recognition

1) The City recognizes the Sergeants Council as the sole and exclusive Meet and Confer agent, pursuant to the Meet and Confer Ordinance for the purpose of the representation regarding wages, hours, benefits and other conditions of employment for all members in the Sergeants Council employment group as defined in the Meet and Confer Ordinance. The Sergeants Council shall have no rights beyond those specified in the Meet and Confer Ordinance and this Memorandum.

2) The Sergeants Council at their own expense may employ the services of an FOP Labor Specialist to assist them in negotiations with the City.

F. Solicitations and Distributions

1) The solicitation of Unit Members, dues and other internal Sergeants Council business shall be conducted only as authorized by this Memorandum and shall not interfere with the work process.

2) The use of working areas or use of City equipment and information systems, for the solicitation of Unit Members, dues, and distribution of other Sergeants Council business shall be prohibited unless allowed by a specific section of the Memorandum.

G. In recognition of the mutual benefit to both the City and the Sergeants Council, a Sergeants Council Member using Sergeants Council release time as defined in this MOU to conduct Sergeants Council business shall be accorded all medical insurance-related benefits. Approval of claims made for benefits will be determined in the same manner as any other employee.

H. A member of the Executive Board of the Sergeants Council, or a designated Sergeants Council representative, will, with the approval of the Chief of Police or his/her designee, subject to seventy two (72) hours written notice in advance, be authorized to engage in

Sergeants Council related activities during City work hours on a non-paid basis. Approval for use of unpaid time hereunder shall be subject to Department operational and scheduling factors and administration control as to usage of such time, but shall not be unreasonably withheld. There shall be no use of official paid time for Sergeants Council related activities under this paragraph.

I. Each year that falls within this MOU, the City will, subject to operational requirements, allow release time with pay up to a maximum of two hundred (200) hours cumulative for all duly elected officers to include the President, Vice President, Secretary, Treasurer, representatives of the employee organization and Unit Members appointed in writing by the President for specific committees (not to include Department committees), to attend Employee Organization business, and board meetings. These hours are not subject to normal leave policies.

J. The Sergeants Council will be provided the names and contact information of newly eligible employees to possibly sign new employees into the Sergeants Council and to explain the rights and benefits under the MOU. The content of such information shall not be political in nature, abusive of any person or the Department or disruptive of the Department's operation. The time and location of recruitment will be outside of working hours during the orientation week of the new employee.

K. It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the Unit Member's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the Member's regular work shift in pursuit of benefits provided by this Article.

L. The Sergeants Council may designate up to four (4) Unit Members to represent the Sergeants Council in the Meet and Confer process with the City. These designated Unit Members shall be paid their normal rate of pay if attendance is during their normal work shift. If a meeting has been scheduled during the designated Unit Members normal work shift and rescheduled because of a City representative's inability to attend the scheduled meeting, the Unit Member will be granted compensatory time for attending the meeting if it is rescheduled during a non-work shift. If the meeting is rescheduled because a Unit Member could not attend the Unit Member will not be granted compensatory time for attending the rescheduled meeting.

M. In the event that the City alleges that the Sergeants Council or a Unit Member, or the Sergeants or a Unit Member alleges that the City has violated a provision of the Meet and

Confer Ordinance, the Sergeants Council, Unit Member, or City may submit such a claim through the Procedure for Alleged Breach of MOU in Article 2 of this Memorandum.

Section 1-4: **Member Rights**

A. Unit Members have the right to be represented by the Sergeants Council and to have a member of the Sergeants Council present during the grievance and the disciplinary process. The disciplinary process does not apply to a conversation with an employee during the normal course of work, counseling, instruction, informal verbal admonishment or other routine or unplanned contact with a supervisor.

B. If a Unit Member requests, representation will be allowed when the Unit Member is the subject of an administrative investigation by the Internal Affairs Section, any Police Department supervisor or any other Departmental or City grievance or appeal process or any time a Unit Member is questioned by a supervisor or management official and the Unit Member believes disciplinary, or punitive action may result. The Unit Member will obtain the most readily available Sergeants Council representative. The Sergeants Council representative will make every reasonable attempt to arrive within one (1) hour from the time the Unit Member makes a phone call to the representative. The Sergeants Council representative will attend the above interview only as an observer. At the end of the interview, but prior to the conclusion of the interview, the employee being interviewed may privately confer with their representative. Upon returning to the interview the employee will be allowed to ask clarifying and/or pertinent questions of the investigator. A Unit Member identified only as a witness will, upon request, be given the opportunity to consult with a Sergeants Council representative to discuss their rights and obligations prior to the interview. However, if the employee believes disciplinary action may result from the interview, the witness will be provided with a Sergeants Council Representative upon request.

C. The interview session shall be for a reasonable period of time, taking into consideration the gravity and complexity of the misconduct being investigated.

D. A Unit Member under investigation may request in writing every thirty (30) days as to the current status of the investigation. The Department will respond in writing within five (5) business days. This will include a brief description of the number of known witnesses still to be interviewed and other investigative processes remaining to be completed, as well as an estimated date of completion.

E. A Unit Member has the right to present his/her own grievance in person and has the right to be represented. No grievance shall be adjusted in a manner that is contrary to the terms and conditions of this MOU.

F. The City shall count as time worked any hours or fractions of hours spent within the Unit Member's regular work shift in pursuit of benefits provided by this Article, as Sergeants Council Representative, but shall not count as time worked any hours or fractions of hours spent outside the Unit Member's work shift.

G. All Unit Members shall have the right to join or not to join the Sergeants Council as they individually prefer. Employees have the right to participate on behalf of or engage in activities on behalf of a Sergeants Council and have the right to refrain from such activity. Employees shall be free from any interference, restraint, or coercion by any employee, supervisor, or manager for or against the Sergeants Council. Violations may result in disciplinary action.

H. The Sergeants Council must equally and fairly represent all Unit Members. The Sergeants Council shall not deny membership based on race, creed, color, sex, disability, national origin, ancestry, religion, age or genetic testing.

Section 1 – 5: **Prohibition of Strike and Lockouts**

A. The Sergeants Council and Unit Members covered by this Memorandum recognize and agree that rendering of services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued, and to do so would endanger the health, safety and welfare of the citizens of the City of Maricopa.

B. The Sergeants Council pledges not to impair municipal services as directed by the City. The Sergeants Council will not for any reason, authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions and obligations of the City or the Department. During the term of this Memorandum, neither the City nor its agents for any reason shall authorize, institute, aid or promote a lockout of Unit Members covered by this Memorandum.

C. Should any Unit Member during the term of this Memorandum, and until such time that it is expressly and legally rescinded, breach the obligations of Section 1-5(B) set forth above, the City Manager or his designee shall immediately notify the Sergeants Council that a prohibited action is in progress.

D. The Sergeants Council shall forthwith, through its Executive Board and other authorized representatives, disavow said strike or other prohibited action, and shall notify in writing all Unit Members and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others. Copies of such notification shall be delivered to the office of the City Manager. In addition, the Sergeants Council shall advise all Unit Members violating this Article to immediately return to work and cease the strike or other prohibited activity. Such advice shall be delivered both orally and in writing to all Unit Members violating this Article with copies of the written notice to be delivered to the office of the City Manager.

E. Penalties or sanctions the City may assess against a Unit Member who violates this Section shall include, but not be limited to:

   1) Discipline up to and including discharge.
   2) Loss of all compensation and benefits, including seniority, during the period of such prohibited activity.

F. Should the Sergeants Council during the term of this Memorandum and until such time that it is expressly and legally rescinded, breach its obligations under this Section, it is agreed that all penalties set forth in the City Code, shall be imposed on the Sergeants Council, in addition to any other legal and administrative remedies available to the City that in its discretion it may elect to pursue.

G. Nothing contained herein shall preclude the City from obtaining judicial restraint or from seeking damages from the Sergeants Council, in the event of a violation of this Section.

ARTICLE 2: PROCEDURE FOR ALLEGED BREACH OF MOU

Section 2 – 1: Labor-Management Procedure for Alleged Breach of MOU

If either a designated Employee Organization or Employee claims that this Memorandum has been breached, the Parties alleging the breach shall:

A. First, with the objective of resolving the alleged breach, discuss their concerns or complaints with the immediate supervisor outside of the designated employee group prior to filing a grievance. If the alleged breach is not resolved within ten (10) business days, a written allegation of the alleged breach may be filed with the immediate supervisor, with a copy to

the Human Resources Department. To be considered, the alleged breach must be timely submitted and contain, at a minimum, the specific contractual provision(s) of this Memorandum that is/are alleged to have been violated with facts constituting the alleged violations(s) and relief sought.

B. If, after ten (10) business days from the date that the alleged breach was filed with the immediate supervisor, the alleged breach is not resolved, the alleged breach may be filed with the Chief of Police. He or his designee shall schedule a meeting in an attempt to resolve the alleged breach no later than five (5) business days following receipt of the written alleged breach. The Chief of Police or his designee will have ten (10) additional business days to render a decision.

C. If the response of the Chief of Police does not result in resolution of the issue, the alleged breach may be submitted to a Review Committee within five (5) business days of the response. The Review Committee shall be composed of :

Chairman – A member designated by the City Manager.

Secretary – Human Resources Director or designee.

Member – Employee Organization President or his designee.

1.) The Committee shall schedule a hearing regarding the alleged breach at which the parties shall be afforded the opportunity to fully present their positions and to be represented. Each party shall be entitled to bring documents and/or witness (es), at the expense of the party bringing the witness (es), to the meeting in order to present evidence on their behalf. Each party shall have the right to cross-examine the witness (es) brought by the other party.

2.) If the Employee Organization so elects, in writing, within the above time limit, in lieu of such hearing the alleged breach may be reviewed by an arbitrator. The parties, or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the public sector. The parties shall, within five (5) business days of the receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

i. The arbitrator shall be bound by the language of the Memorandum and Departmental rules and regulations consistent therewith in considering any issue properly before him.

ii. The arbitrator shall expressly confine himself to the precise issue submitted to him and shall have no authority to consider any other issue not so submitted to him.

iii. The arbitrator shall be bound by applicable State and City laws.

iv. The Review Committee or the arbitrator shall submit findings and advisory recommendations to the Employee Organization and to the City Manager. The cost of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.

D. The City Manager shall, within ten (10) business days of the receipt of the written findings and recommendations, make the final determination of the alleged breach and submit it in writing to the Employee Organization.

E. Failure of City Management representatives to comply with time limits specified in Paragraph C set forth above shall entitle the grievant to appeal to the next level of review; and failure of the grievant to comply with said time limits shall constitute abandonment of the grievance; except however, that the parties may extend time limits by mutual written agreement in advance.

F. The Employee Organization may, in its own name, file a grievance that alleges violation by the City of the rights accorded to the Employee Organization by the specific terms of Article 1 – 3 of the Memorandum. All other grievances must be filed and signed by a Unit Member, subject to the provisions of this Article.

G. Employer grievances, should they occur as a result of official Employee Organization activities or actions, including the failure to act as required under this Memorandum, will be presented directly to the Employee Organization President within fifteen (15) business days of the occurrence prompting the grievance. The President shall in each case provide a written answer within five (5) business days from receipt of the grievance.

Section 2 – 2: **Personnel Grievance Procedure**

The City will maintain its current personnel grievance procedure for Unit Members during the term of this Memorandum not withstanding changes required by federal, state or case law changes that are universal in their impact within the public sector.

Section 2-3: **Police Department Labor- Management Committee**

A. There shall be a Police Department Labor-Management Committee consisting of a minimum of two (2) members representing the Employee Group and two (2) members representing Police Department Management. One of the members representing the Police Department shall be the Chief of Police or his designee. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for free and informal discussion of mutual concerns and problems. Topics for discussion shall include, but are not limited to, implementation of new department programs, changes in current departmental programs or anything that will have an impact on service delivery, work schedules or duties.

B. The Committee shall meet quarterly or as necessary at mutually agreed upon times.

C. Any specific issues which remain unresolved as a result of this process will be brought forward for consideration during the next meet and confer for review of the provisions of this MOU.

D. If the representative of the Employee Organization is a unit member, such representatives shall not lose pay or benefits for meetings mutually scheduled during duty time.

ARTICLE 3: COMPENSATION AND WAGES

Section 3-1: **Wages**

A. Effective the first full pay period in July 2015, Unit Members will be assigned to a pay step as listed in Appendix I – Police Sergeant Step Pay Plan, that is nearest to, but not less than their current rates of pay. For fiscal year 2015-16, members' pay step increases will be frozen. Unit Members will be eligible for advancement in the Pay Step Schedule beginning July 1, 2016.

B. Salary Step Merit Increases- In recognition of continued meritorious service, and effective the first full pay period following the Unit Member's anniversary date, the Unit Member shall be advanced from his current step to the next higher step in the Step Pay Plan, up to the maximum step of the Pay Plan, unless he receives an overall annual performance rating of 'Below Expectations'. A Unit Member who receives a rating of 'Below Expectations' will stay at his current step until the Unit Member's next performance evaluation is completed, and rated as 'Meets Expectations' or above. The

Step Pay increase process shall continue until the Unit Member reaches the top of the Pay Plan as shown in Appendix A.

C. An anniversary date shall not change for an internal lateral transfer or special assignment.

D. All Unit Members, including those who have reached the top of the pay grade as shown in Appendix A, may, at the City's sole discretion, receive a cost of living allowance given to all other City employees.

E. Unless the Police Chief determines otherwise after consultation with the Police Department Labor-Management Committee, a new employee shall follow the agreed upon pay scale (Appendix A) and shall not be placed higher than step four (4) depending on the number of certified years of service the new employee can prove is in accordance with Arizona Administrative Code R13-4-104.

Section 3-2 Compensatory Time Cash Out

A. Unit Members who have a compensatory balance of 100 hours or more, may cash out up to 40 hours once per calendar year.

B. Unit Members will submit a request to be paid their compensatory time on or before November 1 of each calendar year.

C. **Compensatory time will be paid on the Unit Members' second payroll check issued in November**.

Section 3-3 Travel Time in City Vehicle

A. Unit Members who are directed or approved to conduct law enforcement business on behalf of the City of Maricopa, may use a City vehicle on paid City time under the following conditions:

1. **The purpose of the travel has been pre-authorized by the Unit Member's supervisor.**
2. **Compensation for the travel time begins from the time the Unit Member reports to his duty station to pick up a City vehicle.**
3. **If the Unit Member engages in travel or activities that are outside the scope of authorized City business, he could be held personally liable in the event of a vehicle accident.**

B. The Chief of Police may pre-authorize individual requests from Unit Members to use a personally owned vehicle to travel on City business, on an exception basis.

Section 3-4 Court Overtime

A. Unit Members will be compensated at a rate of 1 ½ times their base hourly rate of pay for a minimum of two (2) hours when the following conditions are met:

1. **The Unit Member has verified with his supervisor that he is required to appear in court to testify concerning official duties at a time outside of his regularly scheduled shift.**
2. **The Unit Member has verified with his supervisor that he is compelled to meet with a prosecutor or defense attorney outside of his regularly scheduled shift in person or via telephone or video.**
3. **The Unit Member has been provided less than 12 hours advance notification that they need not appear for a previously scheduled court appearance, prosecutor interview, or defense attorney interview.**

B. Interviews as described in Section 3-4 (A) (2), that require less than fifteen (15) minutes of the Unit Member's time will be considered de minimus and will not be eligible for the two (2) hour minimum overtime compensation.

Section 3-5: Top Out Incentive

A. Unit Members who have been at the top step of the Pay Plan for one (1) year, and who receive a 'Meets" or Exceeds" rating on their annual performance appraisal, will receive a one-time annual payment of $1,500.

B. **This one-time annual payment will be made on the first paycheck following the Unit Member's anniversary date and receipt of the Unit Member's annual performance appraisal by the HR Department.**

ARTICLE 4: BENEFITS

Section 4–1: Hours

A. The department shall give a Unit Member as much advance written notice as practical when his days or hours will be changed.

Section 4-2: **Holidays**

A. Paid Holidays will be in accordance with the City's practice for all employees

B. Unit Members will receive eight (8), ten (10) or twelve (12) hours of holiday pay as determined by the Unit Members' regular work schedule.

C. Effective July 1, 2015, Unit Members who meet or exceed expectations on their annual performance review will receive one (1) additional personal day to be used within the fiscal year and will not be paid out upon the employee's termination from the City of Maricopa. Such personal day may not be accumulated and must be used in accordance with Department policies.

D. Unit Members shall not have to use vacation, sick, or compensation time when a paid holiday is able to be observed by the Unit Member. The holiday will be observed to match the Unit Member's regular schedule of either eight (8), ten (10), or twelve (12) hours.

Section 4-3 **Sick Leave Transfer**

Unit Members who have used zero hours of sick leave during a calendar year (January 1 through December 31) may transfer two (2) days of sick leave to their vacation bank. The Unit Member must request that the transfer occur, and the number of hours that they transfer must comport with their current, regular work schedule. **If the member works 5-8 hours days, he can transfer 16 hours; if the member works 4-10 hour days, he can transfer 20 hours.**

Section 4-4 **Off Duty Employment**

This provision applies to work with non-city contractors only.

A. Unit Members who are eligible for Off Duty Employment in accordance with Maricopa Police General order may do so in accordance with that General Order.

B. Unit Members may use personal safety equipment, supplied by the department, in the course of those duties.

C. Department vehicles may be used in accordance with Maricopa Police Department General Orders.

D. The rate assessed for a Unit Member who is supervising employees will be at the overtime rate for a topped out Sergeant as shown in Appendix A.

E. A Unit Member who is not supervising an employee will receive the topped out Officer rate.

F. Effective July 1, 2015, the following minimum fee schedule will be in effect:

Hours	*Minimum Hours Charged*
0 - 3	**3**
4 - 6	**6**
7 - 8	**8**
9 - 10	**10**

G. Off-duty jobs will not be scheduled to last more than 10 hours.

H. Off-duty jobs must be cancelled with no less than 24-hours notice.

I. The contractor will be assessed a three (3) hour minimum fee for jobs that are cancelled with less than 24-hours notice.

J. Off-duty jobs that require four (4) or more Officers will also require staffing of a Maricopa Sworn Supervisor.

<u>Section 4-5:</u> Uniform, Clothing, and Equipment

A. Effective July 1, 2015, Unit Members will receive a base uniform allowance in the amount of One Thousand and 00/100 Dollars ($1,000.) per fiscal year.

B. Unit Members participating in the following areas will receive the following in addition to the base allowance set forth in Section 4-5(A):

Detectives (Permanently assigned to CID and/or a Task Force for six months or more) $300.00

Motor Officers (Assigned to bikes only) $300.00

SRT (Maintenance for replacement clothing)..... $300.00

K9..... $300.00

C. This allowance will be paid by purchase order to approved vendors chosen by the City. Unit Members requiring the use of department stores and/or online retailers may request a reimbursement check if the sale is not from an approved vendor.

D. This allowance shall not be used for new or replacement ballistic vests which will be provided by the Department.

ARTICLE 5 - MISCELLANEOUS

Section 5– 1: **Saving Clause**

A. If any Article or Section of this Memorandum should be held invalid by operation of law or by final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby; and upon issuance of such final decree, the parties, upon request of either of them, shall meet and confer and endeavor to agree on a substitution provision or that such a substitute provision is not included.

B. It is recognized by the parties that this MOU shall be administered in compliance with appropriate provisions of the Fair Labor Standards Act as may be amended; consistent with the provisions of this MOU and current overtime policies of the City of Maricopa.

Section 5 – 2: **Copies of Memorandum**

A. Within sixty (60) days of the date that this Memorandum is adopted by the City Council, every Unit Member, supervisor and management personnel shall receive an electronic copy of the adopted Memorandum.

Section 5-3: **Seniority**

A. Upon approval of this Memorandum, the City shall provide the Sergeants Council with a list of Unit Members indicating each Police Department Unit Member's hire date and date of certification in the State of Arizona as a law enforcement officer as defined in ARS 38-1101 (8)(a). The Sergeants Council will then return a member-approved seniority list.

B. Seniority shall be hire date followed by length of continuous service within a classification title/ rank. If seniority within the classification title/rank is not determinative, then ranking on the Police Sergeant's examination and ranking upon graduation from the academy as a sworn police officer shall prevail. When the academy ranking is not available or does not provide a determinative ranking, the Chief of Police shall, in the presence of those involved or their representative, draw their names to determine ranking. Continuous service shall not be broken by an approved leave of absence with or without pay.

Classifications for the purpose of this section are: 1)Recruit – Non certified employee, 2) Officer – Certified Law Enforcement employee, and 3) Sergeant – Certified Law Enforcement employee.

C. Seniority shall be used for shift bid, vacation schedules, and determination of layoffs. Seniority may be used as a factor for work assignments.

D. Lateral entries shall have seniority based on Article 5-3(B).

E. In the event a Unit Member is demoted, seniority shall be calculated as follows; the amount of continuous service in the rank from which the Unit Member was demoted will be added to the amount of continuous service in the rank to which the Unit Member is being demoted.

E. When it is determined that a layoff is necessary, the selection of Unit Members being terminated shall be based on seniority. Seniority will be based on Article 5-3(B) and will include years, months, and days. DROP participants are considered to have continuous service with the City.

Section 5-4: **Limited Duty Status**

A Unit Member, who is injured on the job, may be assigned limited duty status by the employer. Such assignment may be made without regard to their normal assignment and shall be made within the Police Department.

Section 5-5: **Changes in Departmental General Orders Pursuant to this Memorandum**

A. Within one hundred twenty (120) days from the date this Memorandum is adopted by the City Council, the Department shall print copies of those Department Operations Orders reflecting changes pursuant to this Memorandum. Copies of such changes shall be available to each Unit Member as soon thereafter as possible. Prior to the printing of the described changes, the Chief of Police or his/her representative shall review such changes with a representative of the Sergeants Council to ensure that such changes are consistent with the specific express terms of the Memorandum.

B. During the preparation of changes to the Department's Operations Orders, drafts of the proposed changes will be sent out to the Sergeants Council.

Section 5–6: **Term and Effect of Memorandum**

A. The Memorandum shall remain in full force and effect from July 1, 2015 through June 30, 2017; and thereafter shall continue in effect year-by-year unless one (1) of the parties notifies the other in writing no later than November 1 each year of its request(s) to modify or terminate it. In the event this MOU expires during the meet and confer process for a successor agreement, all the terms and conditions of this MOU shall remain in full force and effect and no unilateral changes to this MOU or any of its terms and conditions may be made.

B. If the City Council of the City of Maricopa declares a fiscal emergency then the parties hereto are required to meet and confer consistent with the scope of said declaration.

C. Except as expressly provided in this Memorandum, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein, during the term or extensions thereof.

D. The lawful provisions of this Memorandum are binding upon the parties for the term thereof. The Sergeants Council having had an opportunity to raise all matters in connection with the meet and confer proceedings resulting in this Memorandum is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the City Council or the City Manager.

E. This Memorandum constitutes the total and entire agreement between the parties and no verbal statement shall supersede any of its provisions.

F. The City's rules and regulations, administrative directives, departmental rules and regulations, and work place practices shall govern employee relations unless there is a specific conflict with a memorandum of understanding approved by the City Council pursuant to the Meet and Confer Ordinance. Where a specific conflict exists, the Memorandum of Understanding shall govern. A Memorandum of Understanding cannot contradict the Meet and Confer Ordinance.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names this 5th day of May, 2015.

City of Maricopa

By: _____
Mayor

Sergeants Council Representative

By: _____
Joshua Paulsen
Its: PRESIDENT

Attest: _____
City Clerk

Approved to form:

_____
City Attorney

(SEAL)

ATTEST: _____

APPENDIX A

Police Sergeant Step Pay Plan

Step	Hourly Rate	Annualized Pay
1	33.930	$ 70,575.57
2	35.287	$ 73,398.59
3	36.699	$ 76,334.54
4	38.167	$ 79,387.92
5	39.693	$ 82,563.43
6	41.281	$ 85,865.97
7	42.932	$ 89,300.61